



Notice of Contract Purchase Agreement

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	1005 GZA GEOENVIRONMENTAL INC 140 BROADWAY PROVIDENCE, RI 02903	ENGINEERING SERVICES FOR MALFUNCTIONING I.S.D.S (MPA #386)	
		Award Number 3022538	Effective Period: 01-FEB-07 - 30-JUN-09
S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Date: 12-FEB-07 Buyer: J Moynihan Shipping: Paid Terms: NET 30	I N V O I C E
		MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	
Department		Type of Requisition	Bid Number
			B05956 XXX
		Requisition Number	

2/1/07 - 6/30/09

WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS.

MASTER PRICE AGREEMENT #386

ENGINEERING SERVICES FOR MALFUNCTIONING INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

RATES AS PER THE ATTACHED PRICING

SUPPLIER TELEPHONE # (401) 421-4140
SUPPLIER FAX # (401) 751-8613

Veronica M. L.
2/5/07

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

MPA 386

**Cost Sheet for RFP# B05956 – ISDS
MPA 386**

Pricing

Your cost proposal will be based upon the following fixed rates for services. need to provide costs for each of the 5 years of this award for all requested disciplines and services. G2A

<u>Personnel/Service</u>	<u>Time Frame</u>	<u>Rate per Hour</u>
Engineer (Class III Design/PE)	4/1/06 – 6/30/07	<u>\$150.00</u>
Engineer	7/1/07 – 6/30/08	<u>\$154.50</u>
Engineer	7/1/08 – 6/30/09	<u>\$159.14</u>
Engineer	7/1/09 – 6/30/10	<u>\$163.91</u>
Engineer	7/1/10 – 6/30/11	<u>\$168.83</u>
Associate Engineer	4/1/06 – 6/30/07	<u>\$130.00</u>
Associate Engineer	7/1/07 – 6/30/08	<u>\$133.90</u>
Associate Engineer	7/1/08 – 6/30/09	<u>\$137.92</u>
Associate Engineer	7/1/09 – 6/30/10	<u>\$142.05</u>
Associate Engineer	7/1/10 – 6/30/11	<u>\$146.32</u>
Assistant Engineer	4/1/06 – 6/30/07	<u>\$80.00</u>
Assistant Engineer	7/1/07 – 6/30/08	<u>\$82.40</u>
Assistant Engineer	7/1/08 – 6/30/09	<u>\$84.87</u>
Assistant Engineer	7/1/09 – 6/30/10	<u>\$87.42</u>
Assistant Engineer	7/1/10 – 6/30/11	<u>\$90.04</u>
Class IV Soils Evaluator	4/1/06 – 6/30/07	<u>\$105.00</u>
Class IV Soils Evaluator	7/1/07 – 6/30/08	<u>\$108.15</u>
Class IV Soils Evaluator	7/1/08 – 6/30/09	<u>\$111.39</u>
Class IV Soils Evaluator	7/1/09 – 6/30/10	<u>\$114.74</u>

MPA 386 – RFP B05956 Attachment “A” Cost Sheet

Class IV Soils Evaluator	7/1/10 – 6/30/11	<u>\$118.18</u>
Wetland Biologist	4/1/06 – 6/30/07	<u>\$90.00</u>
Wetland Biologist	7/1/07 – 6/30/08	<u>\$92.70</u>
Wetland Biologist	7/1/08 – 6/30/09	<u>\$95.48</u>
Wetland Biologist	7/1/09 – 6/30/10	<u>\$98.35</u>
Wetland Biologist	7/1/10 – 6/30/11	<u>\$101.30</u>
Senior Draftsman	4/1/06 – 6/30/07	<u>\$75.00</u>
Senior Draftsman	7/1/07 – 6/30/08	<u>\$77.25</u>
Senior Draftsman	7/1/08 – 6/30/09	<u>\$79.57</u>
Senior Draftsman	7/1/09 – 6/30/10	<u>\$81.95</u>
Senior Draftsman	7/1/10 – 6/30/11	<u>\$84.41</u>
Draftsman	4/1/06 – 6/30/07	<u>\$70.00</u>
Draftsman	7/1/07 – 6/30/08	<u>\$72.10</u>
Draftsman	7/1/08 – 6/30/09	<u>\$74.26</u>
Draftsman	7/1/09 – 6/30/10	<u>\$76.49</u>
Draftsman	7/1/10 – 6/30/11	<u>\$78.79</u>
2 Man Field Crew	4/1/06 – 6/30/07	<u>\$160.00</u>
2 Man Field Crew	7/1/07 – 6/30/08	<u>\$164.80</u>
2 Man Field Crew	7/1/08 – 6/30/09	<u>\$169.74</u>
2 Man Field Crew	7/1/09 – 6/30/10	<u>\$174.84</u>
2 Man Field Crew	7/1/10 – 6/30/11	<u>\$180.08</u>
Clerical	4/1/06 – 6/30/07	<u>\$60.00</u>
Clerical	7/1/07 – 6/30/08	<u>\$61.80</u>

MPA 386 – RFP B05956 Attachment “A” Cost Sheet

Clerical	7/1/08 – 6/30/09	<u>\$63.65</u>
Clerical	7/1/09 – 6/30/10	<u>\$65.56</u>
Clerical	7/1/10 – 6/30/11	<u>\$67.53</u>

In-House Printing and Production Costs

8.5” x 11”	4/1/06 – 6/30/07	<u>\$0.15/Copy</u>
8.5” x 11”	7/1/07 – 6/30/08	<u>\$0.15/Copy</u>
8.5” x 11”	7/1/08 – 6/30/09	<u>\$0.16/Copy</u>
8.5” x 11”	7/1/09 – 6/30/10	<u>\$0.16/Copy</u>
8.5” x 11”	7/1/10 – 6/30/11	<u>\$0.17/Copy</u>
18” x 24”	4/1/06 – 6/30/07	<u>\$5.19/Copy</u>
18” x 24”	7/1/07 – 6/30/08	<u>\$5.35/Copy</u>
18” x 24”	7/1/08 – 6/30/09	<u>\$5.51/Copy</u>
18” x 24”	7/1/09 – 6/30/10	<u>\$5.67/Copy</u>
18” x 24”	7/1/10 – 6/30/11	<u>\$5.84/Copy</u>
24” x 36”	4/1/06 – 6/30/07	<u>\$10.38/Copy</u>
24” x 36”	7/1/07 – 6/30/08	<u>\$10.69/Copy</u>
24” x 36”	7/1/08 – 6/30/09	<u>\$11.01/Copy</u>
24” x 36”	7/1/09 – 6/30/10	<u>\$11.34/Copy</u>
24” x 36”	7/1/10 – 6/30/11	<u>\$11.68/Copy</u>

MPA 386 – RFP B05956 Attachment “A” Cost Sheet

Schedule of Reimbursables to be priced at cost plus % markup

Printing and Reproduction	Markup % <u>5</u>
Septic System Pumping	Markup % <u>5</u>
Backhoe Services	Markup % <u>5</u>
Miscellaneous Sub-Contract Services	Markup % <u>5</u>

GZA Proposal 06-442
Table 1
Typical Budget for Septic System Repair Design
Approximate Flow is 500 to 1,000 gallons per day
Well-drained Soil
Wetland/CRMC Permits Not Required

Task	Person-Hours										Expense Description	Task Subtotals
	Principal	Senior Project Manager	Engineer I	Sr. CADD	CADD	Soil Evaluator	Wetland Biologist	Two-Man Survey Crew	Administrative Secretarial	Direct Expenses (Note 2)		
1. Research and Review Available Existing Design Information	0	1	2	0	0	0	0	0	0	\$5	Mileage/Copies	\$295
2. Site Reconnaissance	0	0	4	0	0	0	0	0	0	\$30	Mileage/Copies	\$350
3. Flag Wetlands (if Present)	0	0	0	0	0	0	0	0	0	\$0	Mileage/Copies	\$0
4. Survey/Prepare Site Plan	0	1	4	4	0	0	0	0	0	\$15	Mileage/Copies	\$765
5. Test Holes / Soil Evaluation	0	1	0	0	0	4	0	0	0	\$515	\$15 Mileage/\$500 Backhoe	\$1,065
6. Wetlands/CRMC Permit Application	0	0	0	0	0	0	0	0	0	\$0		\$0
7. Draft (90%) Design Plans & Specifications	2	4	4	8	0	0	0	0	4	\$25	Mileage/Copies	\$2,005
8. Final Plans, Specifications, and Opinion of Probable Cost	2	2	2	2	0	0	0	0	4	\$50	Copies	\$1,160
9. Attend 1 Meeting, Address Comments	0	2	0	0	0	0	0	0	0	\$15	Mileage/Copies	\$275
10. RIDEM Required Construction Monitoring, Certification	4	0	0	0	0	0	0	0	1	\$35	Mileage/Copies	\$695
Person-hour Subtotals	8	11	16	14	0	4	0	0	9			
Billing Rate Per Hour (Note 3)	\$150	\$130	\$80	\$75	\$70	\$105	\$90	\$160	\$60			
Fee Subtotals	\$1,200	\$1,430	\$1,280	\$1,050	\$0	\$420	\$0	\$0	\$540			

Fee Total	\$5,920
Direct Expense Total	\$690
Total Fee Estimate	\$6,610

\$6,610

Note 1: Hourly Rates Shown for Outside Services Include a 5 percent mark-up.
 Note 2: Expenses shown include a 5% mark-up.
 Note 3: Rates Shown are Valid from April 2006 through June 30, 2007. All Unit Rates to be increased by 3 percent per year, thereafter.

Approximate Percent Work by GZA 80%
 Approximate Percent Work by Subconsultants 20%

Table 2

Typical Budget for Septic System Repair Design
Approximate Flow is 1,000 to 5,000 gallons per day
Well-drained Soil
Wetland/CRMC Permits Not Required

Task	Person-Hours										Task Subtotals
	Principal	Senior Project Manager	Engineer I	Sr. CADD	CADD	Note 1 Class IV Soil Evaluator	Note 1 Wetland Biologist	Note 1 Two-Man Survey Crew	Administrative Secretarial	Direct Expenses (Note 2)	Expense Description
1. Research and Review Available Existing Design Information	0	2	6	0	0	0	0	0	0	\$15	Mileage/Copies
2. Site Reconnaissance	0	0	6	6	0	0	0	0	0	\$30	Mileage/Copies
3. Flag Wetlands (if Present)	0	0	0	0	0	0	0	0	0	\$0	Mileage/Copies
4. Survey/Prepare Site Plan	0	1	4	12	0	0	0	16	0	\$30	Mileage/Copies
5. Test Holes / Soil Evaluation	0	1	1	0	0	10	0	0	0	\$1,230	Mileage/Copies
6. Wetlands/CRMC Permit Application	0	0	0	0	0	0	0	0	0	\$0	\$30 Mileage/\$1,200 Backhoe
7. Draft (90%) Design Plans & Specifications	8	8	8	30	0	0	0	0	4	\$60	Mileage/Copies
8. Final Plans, Specifications, and Opinion of Probable Cost	8	8	8	12	0	0	0	0	4	\$175	Copies
9. Attend 1 Meeting, Address Comments	0	8	0	0	0	0	0	0	0	\$30	Mileage/Copies
10. RIDEM Required Construction Monitoring, Certification	12	0	0	0	0	0	0	0	1	\$35	Mileage/Copies
Person-hour Subtotals	28	28	33	60	0	10	0	16	9		
Billing Rate Per Hour (Note 3)	\$150	\$130	\$80	\$75	\$70	\$105	\$90	\$160	\$60		
Fee Subtotals	\$4,200	\$3,640	\$2,640	\$4,500	\$0	\$1,050	\$0	\$2,560	\$540		
Fee Total											\$19,130
Direct Expense Total											\$1,605
Total Fee Estimate											\$20,735

Note 1: Hourly Rates Shown for Outside Services Include a 5 percent mark-up.
 Note 2: Expenses shown include a 5% mark-up.

Note 3: Rates Shown are Valid from April 2008 through June 30, 2007. All Unit Rates to be increased by 3 percent per year, thereafter.

Approximate Percent Work by GZA 80%
 Approximate Percent Work by Subconsultants 20%

\$20,735

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY
RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING
AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS
AUTOMATICALLY CANCELLED.

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.